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CURRENT TOPICS

Law Reform and the Statute of Frauds

THE Law Reform Committee, appointed on 16th June, 1952, as the successor of the pre-war Law Revision Committee, have issued their first report (Cmd. 8809, price 3d.), dealing with the recommendations in the Sixth Interim Report of the Law Revision Committee that s. 4 of the Statute of Frauds, s. 3 of the Mercantile Law Amendment Act, 1856, and s. 4 of the Sale of Goods Act, 1893, be repealed. The main recommendations as to the Statute of Frauds and the Sale of Goods Act are approved by the committee. Although those sections have outlived their usefulness, the report says that, with the exception of New Zealand, where a Law Revision Committee is considering a similar amendment of the law, none of the common-law jurisdictions in the Commonwealth or the United States has made any attempt to repeal them. The committee believe that this is a matter on which the countries concerned might well be prepared to follow the lead of this country. In one important matter, as to s. 3 of the Mercantile Law Amendment Act, 1856, the committee disagree with the majority of the Law Revision Committee. They hold that written evidence should continue to be required for contracts of guarantee. They do not agree with the minority of the Law Revision Committee that contracts of guarantee should be void in the absence of writing, and they say that, notwithstanding such cases as *Morris* v. *Baron & Co.* [1918] A.C. 1, it is rare to find injustice caused by the fact that the absence of writing renders the contract unenforceable but not void. Moreover, it is desirable, in the view of the committee, to avoid creating a distinction between the law relating to contracts of guarantee and the law relating to contracts for the sale of land, as declared by s. 40 of the Law of Property Act, 1925. It is accordingly recommended that s. 4 of the Statute of Frauds, except in so far as it relates to " any special promise to answer for the debt, default or miscarriage of another person," and s. 4 of the Sale of Goods Act, 1893, should be repealed, but that s. 3 of the Mercantile Law Amendment Act, 1856, should not be repealed.

Barristers and Solicitors

SOME of the traditional principles of conduct at the Bar were reaffirmed by Sir HARTLEY SHAWCROSS, Q.C., chairman of the Bar Council, at the annual general meeting on 13th April. Dealing with the relation between barristers and solicitors, he said that the tradition was that the Bar should maintain a certain detachment, and not hob-nob with the other branch of the profession. That was not for snobbish reasons, or because they thought that they were better than the solicitors. The avoidance of undue familiarity between the two branches, and the maintenance of a proper demarcation between the functions of the one and the functions of the other, promoted the integrity and independence of the profession as a whole. In the provinces, Sir Hartley said, where barristers and solicitors were inevitably thrown into

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much closer social and professional contact than in London, these traditions might be more difficult to observe. The circuits and, in the larger provincial cities, local bar associations were, and must be, vigilant to maintain them.

Where to Stop after an Accident

THE Road Traffic Act, 1930, s. 22, requires a motorist to stop and exchange names and addresses where, owing to the presence of his motor vehicle on the road, an accident has occurred involving injury to a person or animal (as defined in the section) or damage to another vehicle. A case before the Melksham Magistrates Court on s. 22 was reported at 96 SOL. J. 686: a driver had stopped 150 yards from the scene of an accident and the question was argued whether stopping at such a distance from the "*locus*" was sufficient compliance with the section. The magistrates dismissed the summons. Discussion of the case in these columns has been delayed to await a copy of an Australian statute which was considered when a similar question arose before the courts of the Dominion. Through the courtesy of the Agent-General for South Australia, a copy of the relevant section has now been received and it does not differ in any material respects from s. 22. In *Jarman* v. *Walsh* (1936), S.A.S.R. 25 (E. & E. Dig. Sup., 1941, Street Traffic, p. 64) it was held that a driver who had gone on for 300 yards after the impact had not complied with the obligation to stop; his object in returning to the scene of the accident was not an element in the offence but might be a matter relevant in mitigation. The full report of the case has not been seen, however, so it cannot be said with any certainty how far the decision of the Melksham magistrates can be distinguished. Another Australian case on the same statute, reported on the same page of the digest, is *Noblet* v. *Condon* (1935), S.A.S.R. 329, where it was held that the driver is required to stop for such a period as may be reasonable to enable the questions as to name, etc., to be put if there is anyone in the vicinity who wishes to put them. Indeed, to argue that a driver after an accident need stop for only a few seconds and can then drive away, however many policemen may be there flourishing notebooks, would make nonsense of the statute.

Legal Aid Costs

THE only way, according to the Court of Appeal in *Wozniak* v. *Wozniak* (*The Times*, 16th April), in which a judge can express his disapproval of an application in an assisted case was to say that the solicitor who took out the misconceived application should not have his costs out of the fund. KARMINSKI, J., had held ([1953] 2 W.L.R. 662) that a master or judge who heard an interlocutory application could make a penal order for the payment of the costs of the application forthwith. DENNING, L.J., referred to General Regulation 17 (1), which provides that the determination of the amount of an assisted person's liability for costs should be final. He said that, if it were not so, on any interlocutory proceeding the judge or master would have to determine the amount of the costs and bring into operation all the machinery of inquiry into the assisted person's means required by the regulations. That would be most inconvenient for interlocutory proceedings.

Maintenance: Wife's Earning Capacity

A LEARNED correspondent recently referred (*ante*, p. 258) to the duty to take the wife's earning capacity into account when fixing the amount of maintenance to be paid to her by her husband under a separation or maintenance order. The principles applicable were stated in *Rose* v. *Rose* [1951] P. 29; 94 SOL. J. 404, where the Court of Appeal held that the question whether the earning capacity of the wife should be taken into account in assessing maintenance depended on the facts of the case and no general rule could be laid down. SOMERVELL, L.J., said that, where during the matrimonial life the means of the husband were such that the wife was not required to go out and earn money, then, in assessing the amount to be paid by the husband, it would *prima facie* seem to be wrong that the latter should be able to say to her, "Now you must go out and work, and the only sum I can be ordered to pay is one based on the results of your going out to work, which you did not have to do when you were my wife and which you would not have had to do if I had not committed adultery and broken up the home." DENNING, L.J., said that, if a wife does earn, her earnings must be taken into account and, if she is a young woman with no children and obviously ought to go out to work in her own interest but does not, her potential earning capacity ought to be taken into account; further, if she has worked regularly during the married life and might reasonably be expected to work after the divorce or separation, her potential earnings ought to be taken into account. Except in cases such as those, however, he added, a wrongdoing husband should not contend that the wife ought to go out to work simply to relieve him from paying maintenance.

Stamp Duty on Conveyances of Land Compulsorily Acquired

THE Board of Inland Revenue announced, on 22nd April, a change of practice in the stamping of conveyances where land is acquired under compulsory powers and the payment made by the purchasing authority includes compensation for damage by severance or other injury to other lands of the vendor held therewith and not taken. It has for many years been the practice, in charging *ad valorem* stamp duty in such cases, to exclude so much of the total payment as is expressed in the conveyance to represent such compensation. The Board have, however, recently been advised that this practice was based on an incorrect view of the law, and that, where (as normally happens) the compensation for severance or other injury represents part of the price or compensation payable for the land, stamp duty is payable on the total figure. The practice is being altered immediately so as to accord with this advice. In order to obviate any question as to the sufficiency of the stamp on documents which were stamped in the past in accordance with the practice then prevailing, they will, if presented for adjudication under s. 12 of the Stamp Act, 1891, be stamped as "adjudged duly stamped."

Artificial Insemination

MEDICAL and legal committees sitting in Denmark, Norway and Sweden have recently reported on the problems resulting from the growing practice of artificial insemination. The Danish committee recommends to the Ministry of Justice that a medical specialist should decide when to permit insemination both in the case of married and unmarried women, and in either case he must take into account the "moral standards" of the parties. He would also have to consent to the choice of donor, and the husband's brother would be permissible but not any near relative of the wife. In principle, donors would be anonymous and not liable for maintenance of the child. Children so born would have the same rights as those conceived naturally. The Swedish and Norwegian committees recommend restriction of artificial insemination to married women only.

Company Law and Practice

GORDON HOTELS, LIMITED

THE disputes regarding the management of Gordon Hotels, Ltd., are as such purely a matter for the shareholders of that company, although they are followed with interest in the City. But they have already given rise to legal proceedings in two instances and some interesting points of law have directly or indirectly arisen.

A general meeting of the company was requisitioned pursuant to s. 132 of the Companies Act, 1948, and following this an extraordinary general meeting was convened for 20th January, 1953, to consider a resolution proposed by the board authorising the sale of the company's interests in a particular hotel and resolutions proposed by the requisitionists expressing no confidence in the management, asking three directors to resign, appointing three new directors and appointing a committee of shareholders to co-operate with the directors for the purpose of investigating the sale of another hotel, and the general management of the company.

The meeting was long and stormy. After a long, confused and at times noisy discussion lasting about three hours, a resolution was proposed for the adjournment of the meeting for thirty days. This resolution was carried on a show of hands, but a poll was then duly demanded by Mr. L. P. Jackson (one of the requisitionists); he claimed to hold proxies for 657,173 votes as against the board's proxies for 340,370 votes. As a poll was duly demanded, the result of the voting on a show of hands was nullified (*Anthony* v. *Seger* (1789), 1 Hag. Cons. 9).

The chairman was informed by the scrutineers that to take the poll and reconcile the figures would take at least two hours, whereas the hall in which the meeting was proceeding was required before then for another meeting. In these circumstances, after some discussion, the chairman proposed that, if the resolution for adjournment was carried on the poll, the meeting should stand adjourned for thirty days and that, otherwise, another meeting should be called as soon as practicable (say, a week's time). According to the report in *The Times* on 21st January, this proposal was agreed to by the meeting, but in fact the proposal was not voted upon and cannot be said to have been approved by assent, as objections were made. The poll was taken and the meeting then broke up. The result of the poll was that the adjournment for thirty days was not carried.

Mr. Jackson and others commenced proceedings by way of motion for, *inter alia*, an injunction to restrain the board from treating any proxy received by or on behalf of the company after 18th January (forty-eight hours before the time appointed for the meeting) as valid for the purpose of the continuation or adjournment of the meeting. In order to consider this, it was necessary for Upjohn, J., to decide what was the status of the further meeting intended to be held. Having regard to the circumstances in which the meeting on 20th January had terminated it was possible to argue (i) that the meeting had not been validly adjourned and was at an end, with the result that a fresh meeting would have to be convened in the normal way and with the normal period of notice, or (ii) that the meeting had not been validly adjourned but was not concluded, and could therefore lawfully be continued on a subsequent date, or (iii) that the meeting had been validly adjourned.

Before going further, it is necessary to reproduce relevant provisions of the articles of association of the company:—

"63. The chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

65. At any general meeting of the company a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll be demanded by the chairman or by at least five members present in person or by proxy and entitled to vote at the meeting. . . .

67. A poll duly demanded . . . on any question of adjournment shall be taken immediately at the meeting and without adjournment.

77. The instrument appointing a proxy . . . shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof."

Deposit of proxies for an adjourned meeting.—Whether or not the meeting had been adjourned was clearly of great importance. The wording of art. 77 includes "or adjourned meeting," so that, quite apart from the provisions of s. 136 (3) of the Companies Act, 1948, fresh proxies could be lodged up to forty-eight hours before the second meeting, if it were an adjourned meeting, and *McLaren* v. *Thomson* [1917] 2 Ch. 41, 261 (C.A.) would not apply.

Although for some reason company text-books do not in many cases make the position quite clear, there seems to be no doubt that in fact *McLaren* v. *Thomson* has ceased to be of more than slight importance. This subsection provides that "any provision contained in a company's articles shall be void in so far as it would have the effect of requiring the instrument appointing a proxy . . . to be received by the company or any other person more than forty-eight hours before a meeting or adjourned meeting in order that the appointment may be effective thereat." Thus, in the case of a company to which the Act applies, forms of proxy for an adjourned meeting can be lodged at any time up to forty-eight hours before the adjourned meeting, whether or not the articles permit this.

Adjournment.—If all the members had by their conduct assented to the chairman's proposal, it might have been in order notwithstanding that the proposal was not formally put to the meeting as a resolution; probably in view of art. 65, however, this is not so. In any case objection was made to the proposal, and clearly, therefore, the meeting did not consent to any adjournment. Thus there was no valid adjournment under art. 63.

There is authority for saying that a chairman may have a power of adjournment beyond that, if any, conferred under the articles of association; it is, of course, necessary to decide whether, upon the true construction of the articles of association as a whole, such power is excluded. At common law there is a power of adjournment which in normal circumstances is vested in the chairman (*R.* v. *D'Oyly* (1840),

12 A. & E. 139), but this power must be exercised for the proper conduct of business, e.g., in a case where disorder makes it impossible to complete the business. In this case, as the result of the poll could not be available before the time when the meeting room had to be vacated, it seems that the chairman might, on this basis, have had power to adjourn the meeting, although the writer does not consider that, taking into account the provisions of the articles of association, the chairman would have been empowered to adjourn without the consent of the meeting; the position might well have been different if the meeting had been so disorderly that it was not practicable to put a resolution to the meeting. If the chairman had such a power and the words which he used could be construed as an exercise of that power, it would not seem to matter that the phrase "adjourned meeting" in art. 77 might have to be construed as meaning only a meeting adjourned under art. 63, as the same phrase in s. 136 (3) of the Act would not be so construed.

Suspended animation.—If the meeting was not validly adjourned, it would be possible to argue either that it was at an end or that it could be continued later. The former possibility would mean that the business of the meeting could not be dealt with and in the result would greatly weaken the effective value of the power to requisition meetings. The latter possibility produces a somewhat curious case of suspended animation and also leaves in some doubt the date on which the meeting should be resumed and the period of notice, if any, required.

It is, of course, well established that, where a poll is to be taken *in futuro*, the meeting (if not adjourned) must nevertheless be deemed to continue until the poll is closed (*Shaw* v. *Tati Concessions, Ltd.* [1913] 1 Ch. 292). This case does not, however, establish a real parallel as no second meeting arises in such circumstances. A nearer parallel is to be found in *R.* v. *Wimbledon Local Board* (1882), 8 Q.B.D. 459, and, although this case was not apparently cited to Upjohn, J., it does seem to help. In this case a poll had been demanded but the chairman, believing that there was no right to demand a poll, refused the demand and the meeting terminated. It was held that there was a right to demand a poll and that, therefore, the relevant resolution had not been validly passed. The first point having been established, the second followed (*Anthony* v. *Seger*), but the real importance of the case lies in what was said as to the position of the meeting by Cotton, L.J. He said: "The meeting . . . did not come to an end, for the poll which was demanded has never been held." It would seem to follow from this that, no time or place for a poll having been fixed, there would have to be a second meeting and one imagines that in fact a second meeting was held.

Upjohn, J., held that the proposed second meeting would be a continuation of the original meeting and accordingly made a declaration that no proxies deposited after midday on 18th January would be valid. Thus, "suspended animation" was accepted. The result is unusual. Quite frequently a meeting is suspended for a short while and then resumed, but this is very different from a position where, without the consent of the persons at the meeting, proceedings are suspended and the meeting terminates, to be resumed at some unspecified future time. Presumably it is the duty of the directors, or perhaps the chairman of the meeting, to fix a time and place for the resumption of the meeting and of the company to notify the members. Presumably also the meeting must be resumed within a reasonable time and a mandatory injunction would be issued at the instance of an aggrieved member if there were any unreasonable delay in taking the necessary action. Clearly notice of the time and place for the resumption of the meeting must be given, but, unless the articles of association cater for such an unlikely contingency, no period of notice is laid down and the period would, presumably, have to be "reasonable."

Perhaps this case gives the key to two tricky little problems which some company practitioners have wondered about in idle moments. These are:—

(i) What happens under cl. 46 of the 1929 Table A, if, for want of a quorum, a meeting stands adjourned to the same time and place on the same day in the next week, but the same meeting place is not then available? This question does not arise under the 1948 Table A, as reg. 54 caters for it.

(ii) What happens if the meeting place cannot accommodate all the members who turn up for a meeting? Such enthusiasm on the part of members is most uncommon, but a few people did wonder whether it might not happen at the last annual general meeting of the Bowater Paper Corporation, Ltd., owing to an invitation to members to consume liquid refreshment after the meeting.

Deposit of proxies.—One result of the decision of Upjohn, J. (reported as *Jackson and Others* v. *Hamlyn and Others* [1953] 2 W.L.R. 709; *ante*, p. 248), was that a member who had failed to deposit a proxy for the original meeting could not vote by proxy at the second meeting. This was an unsatisfactory position, because it deprived of a vote a person who was unable to attend the second meeting, and who had not put in a proxy for the original meeting because he was attending in person. The really careful shareholder will for the future have to put in a form of proxy, even if he is going to attend the meeting; presumably, however, such a careful person would do this anyhow, just in case illness or other unavoidable cause might prevent his attendance at the original meeting.

Revocation of proxies.—A more material and unfortunate result of the decision was that no member could, as between himself and the company, revoke a proxy already given. This was because art. 78 provides that a vote given in accordance with an instrument appointing a proxy is valid notwithstanding revocation, provided that no intimation in writing of such revocation is received at the office one hour at least before the time fixed for the meeting or adjourned meeting. Such an article is valid and, in the circumstances of this case, meant that the deadline was one hour before midday on 20th January (*Spiller* v. *Mayo (Rhodesia) Development Co.* (1908), *Ltd.* [1926] W.N. 78). In the light of all that had been said at the original meeting, it may well have been the case that many members had changed their minds and wished to vote the other way and we must consider whether these members could do anything about this.

It is well established that in the normal way a member who has appointed a proxy to attend and vote instead of him is nevertheless entitled to attend and vote in person (*Cousins* v. *International Brick Co., Ltd.* [1931] 2 Ch. 90). Thus, a member who found himself able to attend the second meeting could go along and vote himself, if he wanted to change his mind as to the way his vote should be cast. This does not help very much, for the average member's difficulty is to find the time to go to meetings.

It seems generally to have been assumed that, owing to art. 78, attendance in person was the only answer to the problem. The writer is quite satisfied that this is not the case. Article 78 is merely part of a contract between the company and its members and cannot, it would seem, affect the position between a member as principal and his proxy as agent. An agent is not entitled to act contrary to the instructions

of his principal. If the member informs the proxy that his authority to vote is revoked, it seems clear that this revocation is effective as between the member and the proxy. Article 78 is designed to protect the company and the chairman of a meeting of the company when acting on votes given by proxy. If, following a revocation of his authority to vote, a proxy did cast a vote, this vote would, because of art. 78, be valid, but the proxy would, it is submitted, have acted without authority and rendered himself liable to proceedings. In other words, a revocation not made, or at any rate communicated to the company, within the time-limit laid down by art. 78 is regarded as fully effective as between the member and his proxy, although it would not render invalid any votes cast by the proxy, notwithstanding revocation of his authority. In *Cousins* v. *International Brick Co., Ltd.*, Romer, L.J., said: "It by no means follows that, as between the proxy and the shareholder, the proxy in voting in accordance with the power given to him after notice that the power was withdrawn was not committing a breach of duty to his principal in voting." Other passages in the judgments in that case also support the proposition, and Luxmoore, J., says quite firmly: "The proxy is merely the agent of the shareholder who appoints him. As between himself and the proxy he can determine the agency, and the agent is not entitled to vote if the agency is in fact determined."

Nomination of directors.—When the second meeting was held the resolutions proposed by the requisitionists were passed. The resolutions, as set out in the notice convening the meeting, had provided for the appointment of two of the three proposed directors by one resolution, but difficulty under s. 183 of the Companies Act, 1948 (appointment of directors to be voted on individually), was avoided by passing separate resolutions as regards each new director. Further legal proceedings followed, a declaration being sought that the resolutions appointing additional directors were invalid. It was held that they were. Article 103 of the company's articles of association contained provisions similar to those of reg. 93 of the 1948 Table A (nomination and notice of willingness to be elected) and this requirement had been overlooked. The three persons proposed to be appointed as directors were, it is believed, all requisitionists and, if so, it must have been obvious that they were willing to be elected, but the article had not been complied with and that was an end of the matter.

General.—So much for the moment. Apart from the events mentioned above, an additional director has been appointed by the board, an offer by a third party to acquire shares of the company failed to attain the required number of shares and has lapsed, and another general meeting has been requisitioned and convened. No doubt all concerned are watching every possible legal point with the greatest care and possibly we shall not be indebted to Gordon Hotels, Ltd., for any more legal niceties. Only time will tell.

J. W. M.

A Conveyancer's Diary

GIFTS TO FOUND BEDS IN NATIONALISED HOSPITALS

THE effect of the National Health Service Act, 1946, on a gift for the foundation or endowment of a hospital bed, a very common type of charitable gift before this Act came into force, has now been considered in two cases, *Re Ginger* [1951] Ch. 458, and *Re Mills*, reported shortly at p. 229, *ante*, and at length at [1953] 1 W.L.R. 554. In both these cases a bequest contained in a will, dated before the Act came into force, for the foundation or endowment of a bed in a hospital nationalised by virtue of the Act was upheld, and it is reasonably clear that the courts will not be astute to avoid gifts of this kind if they can be saved; but there are certain dangers implicit in this kind of bequest which are not necessarily covered by these decisions, and it may therefore often be advisable, if the prospective benefactor is amenable to advice, to seek to achieve the dominant purpose behind these gifts by means somewhat different from those which were appropriate in the conditions before this Act came into force.

In *Re Ginger* the testatrix directed her trustees to found a cot in Westminster Hospital in memory of her uncle, and to use for that purpose the sum of £1,000. The testatrix died in 1948, but her will was dated 1940 and at that time, as the evidence showed, the Westminster Hospital had a scheme for endowing beds for the sum of £1,000. It may here be interpolated that for this purpose there is no distinction between the expressions "found" and "endow" (*Attorney-General* v. *Belgrave Hospital* [1910] 1 Ch. 73) and, as will be seen, both these expressions are given an artificial construction in this context. The scheme, as it existed when the testatrix's will was made, provided for a right to nominate patients to occupy the bed, within certain limits, on the part of the donor, but the scheme was rather vague and was silent as to any right of nomination on the part of the donor's personal representatives where the gift was made by will. Three points were taken by the persons interested to upset the gift. The first was a pure point of construction and not now of any general interest. The second point was that the right to nominate patients was an essential condition of the bequest; and the last that the bequest could not be allocated to any particular bed. The hospital was indeed prepared to allocate one of its existing beds to the bequest in the sense of affixing nearby an inscription commemorating the testatrix's uncle, but in the changed circumstances brought about by the coming into operation of the Act it could not allow any right of nomination.

On the second point Roxburgh, J., held that as there was no word in the bequest concerning nomination this contention fell to the ground. (This particular question was thus disposed of on construction, but it is difficult to see quite where it would have led those asserting the existence of a right of nomination as a condition of the bequest if this point had been decided in their favour, for it would by no means have necessarily followed that, because the condition had become impossible of fulfilment, the gift to which it was attached would fail.) As for the last point, a careful analysis of the decision in *Attorney-General* v. *Belgrave Hospital* showed that a gift of this kind operates as a gift of a fund and a super-added direction that the income of the fund should be applied, so far as it will go, towards the needs of the bed, but as no hospital could be expected to keep a separate account for each of its beds and apportion the general expenditure of the hospital between the respective beds, this does not mean that the income of the fund is to be applied for the maintenance of a particular bed. That answered this point, and on this footing the passing of the Act of 1946 could not affect the case to any extent. Apart from the right to

nominate, the position before and after that Act, in this particular case, was much the same, and as the hospital was willing to give an undertaking to name a bed in perpetuity in memory of the testatrix's uncle and to invest the *corpus* of the gift and apply the income for hospital services (as the board of governors was entitled to do under s. 59 (1) of the Act), payment of the sum of £1,000 in question to the hospital was directed.

The important limitation on this decision is to be found in the words " apart from the right to nominate." If the gift had been in terms or by necessary implication conditional on the existence and continuance of a right of nomination in the testatrix's trustees, all sorts of questions would have had to be considered, such as the nature of the condition, whether precedent or subsequent, and the effect of the Act thereon, whether making performance of the condition impossible or illegal or both. In this respect the fact that the Westminster Hospital's pre-Act scheme for accepting donations for the endowment of beds was, in the learned judge's words, somewhat nebulous, proved of service to the hospital.

The facts in *Re Mills* were similar to those in *Re Ginger* in all essentials save one: in the later case the testatrix did not specify the amount of her benefaction, but merely bequeathed to the hospital of her choice such a sum as would be necessary to endow a bed, the bed to be known at all times as the " Mills " bed in memory of various members of her family. In this case the board of governors of the hospital filed evidence to the effect that the question of what sum they would be prepared to accept for the endowment of a bed had not arisen since 1948 (when the Act of 1946 came into force), but that for over thirty years they had accepted £1,000 to name a bed, and that they were still prepared to name a bed for that sum. The attack on the validity of the gift in this case was based on the ground that in order to quantify the amount of the gift there had to be in 1950, when it came into operation on the death of a tenant for life, a recognised scheme whereunder a recognised sum was payable for the purpose in question, and on the evidence there had been no such recognised scheme, and no such recognised sum, since 1948. This, again, was a question of construction; was it or was it not an essential condition of the will that there would be in existence at the relevant date a recognised scheme and a recognised sum readily ascertainable by any person charitably minded? On this question Upjohn, J., held that this was not an essential condition. On the authorities it was clear (and indeed it had been conceded in argument) that the gift of a sum to endow or found a hospital bed is construed as a purely conventional sum, which a hospital is prepared to accept as a condition for naming a bed, and there was, therefore, no difficulty in ascertaining what sum was required for the purpose which the testatrix had had in mind. That sum was £1,000.

This decision, therefore, rests in part on the construction of the bequest, and in part on the facts. So far as it is a decision on construction it will, doubtless, be helpful because it is, I imagine, not uncommon for bequests of this kind to be framed in terms similar to those used by the testatrix. Before 1948 the conditions on which gifts were accepted for founding or endowing beds in hospitals doubtless varied not only from hospital to hospital but also from time to time, and to overcome the difficulties which would otherwise have been caused by a subsequent change in conditions some donors were, doubtless, prepared to leave the amount of their benefaction fluid, perhaps with an upper limit (as in *Re Ginger*), to prevent any undue burden falling on the estate unexpectedly. But, as a decision on the facts, *Re Mills* may well turn out to be less helpful. The evidence of the governors saved the bequest, but the hospital in question was a big and famous hospital and bequests or gifts of this kind were, therefore, not unfamiliar to the governing body in 1948, and in naming a sum of £1,000 there were precedents to follow in the past history of the hospital. It is not entirely clear from the decision whether, had it never been the good fortune of the hospital to receive a gift of this kind in the past, the mere statement by the governing body that it would have been prepared to accept a named sum would have sufficed to fill the blank which the testatrix had left in her will. If the answer to that question is " yes," a gift of this kind may leave it to the donee to fix the amount of the donor's bounty at his own discretion, and while that may not be an impossible result, it would certainly be a very odd one.

But be that as it may, some general conclusions of a practical nature can, I think, be drawn from these two decisions. The first is rather an obvious one. Conditions have changed so much since 1948 in the case of all nationalised hospitals that any gifts of this kind which are already contained in wills should, if possible, be overhauled and brought up to date. The expressions " found " and " endow," which had little enough meaning in relation to hospital beds even before 1948, should now be regarded as completely meaningless in this context; the expression used by the governing body in its evidence in *Re Mills* was " name," and this is the word to use in future because it conveys an ascertainable and practicable idea. If, then, the utmost that a donor can hope to achieve by a gift of this kind, however large, to a nationalised hospital is to have a bed named in perpetuity after someone, there is no particular object in requiring that the fund which is given be invested and only its income used for the purposes of the hospital. In some cases, at least, even in the conditions of to-day, the capital may be more usefully employed by the hospital for the provision of amenities not provided by the State; for example, it is not unlikely that some hospitals, especially hospitals for convalescents, may wish to exchange the wireless sets they now possess for television sets. And this leads on to my final point, which is that, whenever possible, the details of a gift such as this should be discussed with the hospital concerned before it is finally settled. The undertakings necessary to complete the efficacy of these gifts can then be given without recourse to the courts, which otherwise may well be necessary, and—perhaps most important of all to the donor—the method of commemoration which is preferred settled. Gifts of this kind are inevitably decreasing, and as hospital authorities become less familiar with them the desirability of prior consultation will grow.

" A B C "

Mr. GORDON LANGLEY-SMITH, solicitor, of Gloucester, has been appointed magistrates' clerk to Gloucester City Magistrates' Court, to take effect from 1st May. He succeeds his father, who is retiring after holding the position since 1938.

Councillor RONALD FAIRFAX PUGH, solicitor, of Southampton, has been elected an alderman of Southampton.

Mr. ARTHUR MORGAN, prosecuting solicitor to the Essex County Council, has been appointed magistrates' clerk for Mansfield Borough and Mansfield Petty Sessional Division, by the Nottinghamshire Magistrates' Court Committee. Mr. Morgan succeeds Mr. Edward Hooton, who has resigned from the position to go into practice.

Landlord and Tenant Notebook

PIED-À-TERRE OR HOME?

In *Beck* v. *Scholz* [1953] 2 W.L.R. 651; *ante*, p. 228 (C.A.), the court was called upon to consider another of those problems which arise out of the proposition that the Rent, etc., Restrictions Acts are designed to protect a tenant from being turned out of his home, as Greene, M.R., last put it in *Curl* v. *Angelo* [1948] 2 All E.R. 189 (C.A.), coupled with the further proposition that there is nothing in those Acts to prevent a man having more than one home, as Tucker, L.J., put it in *Langford Property Co.* v. *Tureman* [1949] 1 K.B. 29 (C.A.).

The defendant in the recent case, a woman, had taken a London flat in 1943 (term: twelve months and thereafter quarterly) and in 1945 she married and she and her husband together bought, and went to live in, a house at Luton. She left some furniture in the flat and she and her husband visited it from time to time. In 1951 the landlord (who had presumably given notice to quit) unsuccessfully sought an order on the ground of suitable alternative accommodation. Early in 1952 a married couple were installed in the flat as licensees, paying no rent but keeping it in good condition and ready for the occasional visits of the defendant and her husband. The landlord now sued on the ground that the defendant had abandoned possession. Not a "ground" in the sense that it is one of the conditions precedent to jurisdiction set out in the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, or its Sched. I, but one to be sought rather in the "courageous" decisions (so described by Greene, M.R., in *Carter* v. *S.U. Carburetter Co.* [1942] 2 K.B. 288 (C.A.)) establishing that, though the Acts contain nothing to deprive a non-resident tenant of protection, their effect is to leave the landlord's common-law rights full play when a tenant moves out and has no intention of returning.

At the hearing, evidence showed that the defendant had slept in the flat four or five times during the last year but would have done so oftener if she had not been undergoing treatment for arthritis. Her husband came to town three or four times a week on business but usually returned to Luton to sleep; he had slept at the flat "about two to ten times" during the last year. The learned county court judge found that the tenant and her husband had made little use of the flat during that year but that they were anxious to retain it as a "*pied-à-terre*," and held that *Langford Property Co.* v. *Tureman*, *supra*, governed the position, so that the landlord was not entitled to an order.

Remitting the case, the Court of Appeal held that the judge had misapplied that decision, in which the facts were somewhat similar in that the defendant tenant, working in London, had a country cottage where he and his family resided, and sought to retain possession of a London flat occupied continuously by another married couple, but where he slept on an average two nights a week. The passage in Tucker, L.J.'s judgment in the Court of Appeal which particularly influenced the county court judge in *Beck* v. *Scholz* was, "The facts . . . showed that the defendant habitually used the flat as a place in which to sleep when on business in London . . . The fact that he has a house at Great Missenden which is also his home does not in any way prevent other premises which he may have occasion to use from being also his home" and the result, according to the judgment, was ". . . there was no evidence upon which the learned county court judge could come to the conclusion at which he arrived, namely, that the defendant was not in personal occupation of this flat." If one reads this conclusion by itself one may easily be led into supposing that "personal occupation" is all that matters; but the reasoning mentions "his home" twice, so that the conclusion, fully expressed, would be "in personal occupation of this flat as his home."

Evershed, M.R., indicated the nature of the vital difference in these words: "the judge took the view that *Langford Property Co., Ltd.* v. *Tureman* was conclusive in favour of a tenant where the tenant's occupation was merely that of a place of convenient resort and where it could not fairly be said, as a common-sense matter, that the premises in question were the home of the tenant and were in his personal occupation as such."

It follows that the convenient use of the expression "non-occupying tenant" to describe the status of one who has lost statutory protection in such circumstances is to be deprecated, and that even "non-resident tenant" does not hit the nail on the head. Looking at the "courageous" decisions alluded to by Greene, M.R., in *Carter* v. *S.U. Carburetter Co.*, *supra*, it may be said that if these include *Hicks* v. *Scarsdale Brewery Co.* [1924] W.N. 189 and *Haskins* v. *Lewis* [1931] 2 K.B. 1 (C.A.) those decisions, save for one passage, do not mention occupying as a home in so many words. But they were concerned with loss of protection by sub-letting rather than by actual absence, and in *Haskins* v. *Lewis* Scrutton, L.J., certainly came very near the true principle when he said "The fundamental principle of the Act is to protect a resident in a dwelling-house, not to protect a person who is not a resident in a dwelling-house, but is making money by sub-letting it." Indeed, Romer, L.J.'s judgment in that case contains this passage: "It has frequently been pointed out in the courts, and it has been pointed out once more by Scrutton, L.J., in the judgment that he has just given, that the principal object of the Rent Restrictions Acts was to protect a person residing in a dwelling-house from being turned out of *his home*"; and Scrutton, L.J., himself cited this passage with approval in what may be considered the leading case on the subject, *Skinner* v. *Geary* [1931] 2 K.B. 546 (C.A.); in his judgment we find a specific: "The Acts do not apply to a tenant who is not in occupation in the sense that it is *his home* in which he lives." Slesser, L.J.'s judgment in that case, however, may be said to miss the particular point: "The restriction on the landlord's right to possession is confined to the case of persons who are tenants residing on the premises, meaning thereby not residing in the narrow sense, but tenants of whom it can properly be said that they are in actual occupation" goes some way, but not far enough, and might support the conclusion arrived at by the county court judge in *Beck* v. *Scholz*. But in *Reidy* v. *Walker* [1933] 2 K.B. 266 and again in *Hiller* v. *United Dairies (London), Ltd.* [1934] 1 K.B. 57 (C.A.) "home" and "homes" occur frequently in the judgments.

Evershed, M.R., was not able to suggest much help, beyond the application of common sense, for those concerned with defining in words the distinction between "home" and "*pied-à-terre*"; the description of the latter suggested by his "place of convenient resort" should prove useful, and fits in well with the shorter O.E.D.'s "a place to stay or rest at"; but, as the learned Master of the Rolls observed, "the word 'home' itself is not easy of exact definition," and the O.E.D. takes us no farther than "the dwelling in which one habitually lives, or which one regards as one's proper abode."

R. B.

HERE AND THERE

WALKING PICTURES

" All over me !
All over me !
I've plates of salmon on me legs
And ships of war and Easter eggs ;
I'm just like the National Gallery
And you can see the Elgin Marbles all over me."

THE old music-hall song came back to me when I saw the announcement of the death of Mr. George Burchett of the Waterloo Road, the king of tattooists and, if it comes to that, the tattooist of kings, for when King Frederick of Denmark took a fancy to have a dragon of great complexity and beauty tattooed on his chest, it was Mr. Burchett who performed the operation. When, as a small child, I used to be taken to the Old Vic, the more than spectroscopic splendours of his display window, then situate (if my memory does not play me false) on the southern approach to Waterloo Bridge, appropriately anticipated the glories of the scenic spectacles just down the road. Here, for once, art and life were one in the pursuit of the grand democratic ideal of every man his own picture gallery even if he has nowhere to house it. In other hands the technique of the tattoo has been harnessed to utilitarian purposes. There was the professional epileptic with " Give me brandy " inscribed on his chest. There was the young lady in the story marooned, far from the resources of civilisation, with a well-wisher who was obliged to tattoo on her back the will he was anxious to make in her favour, so that, on her return to England, she narrowly missed being filed at Somerset House as an original document. Tattooing might perhaps be adapted to the uses of psychiatry, releasing, defining and bringing to the surface the secrets of the sub-conscious, but its essence transcends mere functionalism. A doctor in France, suspended from practice and charged recently with violating the ban on undertaking plastic (or, as the French so delicately call it, " æsthetic ") surgery, pleaded that this was not medical practice but art. " Medical men aim at cures ; I aim at beauty." So with your true tattooist, his soul is above mere occupational symbols or amatory declarations, sailors' anchors or hearts transfixed. These are as fig leaves to Dior. Pink, brown or yellow surfaces he sees only as an artist sees a canvas or a blank wall—through the haze of his own inner vision—irrelevant to mere utilitarian considerations as the roses and castles painted on the old barges are to the economics of inland navigation.

THE TATTOOED JUDGE

TANTALISINGLY, the announcement of Mr. Burchett's death was in one newspaper accompanied by the revelation that a judge who " still sits on the Bench " was one of his best customers, " though it's a long time since he had any tattooing done because his whole body, from his shoulders to his feet, is covered with roses, butterflies and dragons." But when Mr. Burchett died " he took with him the name of one of his most distinguished customers." Experience suggests that even a village secret must be many times easier to keep than a Temple or Lincoln's Inn secret, and one would have thought that the glorious technicolour beneath the ermine would sooner or later have shone forth in public report or at least in fitful gleams of occasional rumour. How has the judge managed to conceal his roses and his butterflies so much more effectively than King Midas his donkey's ears ? Does he never take a Turkish bath or paddle in the sea, roll up his sleeves at the club to wash his hands, open his shirt on a country walk, have breakfast in bed at an hotel ? Has he a family and are they in the secret ? Do they, however deeply they may venerate his head, regard him (from the neck downwards) as a skeleton in the cupboard ? Or do they regard his torso as a household shrine too sacred for the profane, like the Kaaba at Mecca ? Is he a High Court judge, a county court judge, a colonial judge, or (so loosely and generally does the Press refer to " judges ") perhaps a Recorder or a magistrate ? Certainly he has been faithful to the highest traditions of Bar and Bench in never invoking for the purposes of professional publicity so eminently newsworthy a personal idiosyncrasy. On the contrary, it reads like an escape from workaday routine into a private, personal wonderland. No cats or coshes or gallows-trees ; no collisions on land or disasters at sea ; no names of cases victoriously argued or sapiently determined inscribed and enscrolled like battle honours on regimental colours. Only roses, butterflies and dragons, " simple beauty and nought else," a heraldry beyond the jurisdiction of the College of Arms. Drabness has so long been accepted as normal in the daily male that new departures excite an exaggerated astonishment. After all, the distinguished Queen's Counsel who was recently inaugurated as a Kikuyu Elder seated on a stool with a fly-whisk in his hand and a robe of monkey skins (if the Press reports are to be believed) was not essentially more eccentrically adorned than the same Queen's Counsel covering his head with horsehair in order to render himself audible and visible to an elder of his own tribe clothed in the skins of ermines. So, too, the difference between the tattooed and the untattooed is, in all essentials, the same as that between the shaven and the unshaven, between a white plaster wall and a wall bright with a mural. If a man cannot have pretty pictures inscribed on the unoccupied expanses of his own body, whose body can he have them inscribed on ? Such a one may be said to have art very close to his heart. Other art lovers may regret the extreme privacy of the collection, but few would wish to see the owner forced, by the general and notorious impoverishment of the Bench, to throw it open to the public for 1s. on Wednesdays, Saturdays and Sundays (in summer).

RICHARD ROE.

REVIEWS

Prideaux's Forms and Precedents in Conveyancing. Twenty-fourth edition, in three volumes. By the late J. BROOK RICHARDSON, M.A., LL.B., of the Middle Temple and Lincoln's Inn, Barrister-at-Law. Volume 3. 1952. London : Stevens & Sons, Ltd. ; The Solicitors' Law Stationery Society, Ltd. £4 15s. net.

This volume completes the twenty-fourth edition of " Prideaux," and, although it appears some time after his death, it is almost entirely the work of the late J. B. Richardson. A prefatory note is contributed by Mr. H. D. C. Webb, who supervised the volume through the press. Like its companions, this volume exhibits everywhere the judicious care which its editor took in bringing this justly famous collection of precedents up to date. The recent cases are all noted in the relevant places and, where they have affected conveyancing practice, the forms have been appropriately modified or supplemented (see, e.g., the forms on pp. 718 and 753 covering the decisions in *Re Wyles* [1938] Ch. 313 and *Re Power* [1947] Ch. 572, respectively). But of the changes made in the forms many more are due to statutes or other factors than to judicial decisions. Among the statutes which have affected this volume, and traces of which appear in many places, are the Inheritance Act, 1938, the Education Act, 1944, the National Health Service Act, 1946, the Adoption Acts, 1949 and 1950, and the Married Women (Restraint upon Anticipation) Act, 1949, as well, of course, as many of the Finance Acts, since the last edition appeared in 1936. Economic changes are witnessed in the form of investment clauses giving much wider powers of investment, if needed, than was customary before the recent

war. All these changes fit easily into the framework of the old "Prideaux," which shows how sound that framework is; but to its old friends and adherents this famous work needs no recommendation. This volume is well printed and bound, and use over a period has revealed only one printer's error—the omission of a word on p. 110.

The Magistrates' Courts Act, Rules and Forms. Annotated. By A. J. CHISLETT, B.Sc., Clerk to the County Justices, Wallington, Surrey. 1953. London: Butterworth & Co. (Publishers), Ltd. 32s. 6d. net.

This book has within its covers a complete set of the Acts passed and rules made in 1952 as to procedure in magistrates' courts. The Magistrates' Courts Act, 1952, is set out in full, after a short introduction, and there are full and helpful notes to each section, mentioning the provisions which it replaces, the decided cases on the old law and the appropriate cross-references to the new Rules and other Acts. The Act is followed by a table showing the repealed statutes and the sections of the Act and the Rules which replace them. The Magistrates' Courts Rules, 1952, are then set out, with annotations, and all the new forms prescribed by the Magistrates' Courts (Forms) Rules, 1952, are printed in full. Part II of the book contains the Costs in Criminal Cases Act, 1952, and the regulations relating to costs and expenses in magistrates' courts.

The new Acts and rules seem to have been well and clearly drafted, and for readability and conciseness they are a great improvement on the verboseness of the Indictable Offences Act and the Summary Jurisdiction Acts. The book under review is well indexed and will be of great value to magistrates' clerks and their staffs and to solicitors practising in magistrates' courts. It will also be most helpful to those studying for The Law Society's Final Examination paper on the Practice of Magistrates' Courts; we have often sympathised in the past with them because of the lack of a text-book on procedure suitable for students.

Stroud's Judicial Dictionary. Third Edition. Vol. 3 (M–R). General Editor: JOHN BURKE, of Lincoln's Inn, Barrister-at-Law; Assistant General Editor: PETER ALLSOP, M.A., of Lincoln's Inn, Barrister-at-Law. 1953. London: Sweet & Maxwell, Ltd. £3 15s. net.

There are now two more volumes to come of this dictionary of the English language as interpreted by the judges. As illustrations of the astounding wealth of detail available here we may perhaps mention that in the present volume the inquirer will find interpretations of, among other words and phrases, "made," "my piano" and "near thereto as she may safely get." We know of nothing quite like Stroud.

The Company Director. His Functions, Powers and Duties. Prepared under the authority of the Council of the Institute of Directors by ALFRED READ, C.B.E., F.C.I.S., F.Inst.D. 1953. London: Jordan & Sons, Ltd. 30s. net.

This is an extremely well written and interesting book and can strongly be recommended to all company directors. It is not really a book which the company practitioner needs to have, since all the legal matters are readily available in company text-books, but those who get it are unlikely to regard the money spent as having been in any way wasted.

TALKING "SHOP"

TUESDAY, 14TH *April*, 1953.

There is a kind of Gresham's law that I have observed at work in solicitors' offices, which could be expressed by the formula "the dustiest law gathers under the skirting," or, more simply, "the smaller the trifle, the greater the trouble." So much for the maxim *de minimis non curat lex*, which operates, as it were, strictly *in rem* and is no respecter of persons.

The working of this natural law was seen to some advantage under the 1925 intestacy system, and, to give but one example of it, I remember that not so long ago there was some discussion in this journal concerning the small intestate estate with a house as its major asset, involving some nice questions of distinction between the widow's beneficial and guardianship interests and the correct method of reflecting them in the administrators' accounts. I followed it with some interest because I had formed my own views on the subject in relation to several small estates on which I had advised from time to time. But I am sorry to say that my views bore little or no resemblance to those expressed by anybody else, and those in turn were mostly remarkable for their originality. Obviously, the matter was not cast in any dreary mould of uniformity.

Now the new Intestates' Estates Act, let us hope, has done away with all that. The general pattern of it, I daresay, has found favour with the profession; at all events, I have not noticed much censure. Probably the small estate passing by intestacy—unless small enough to pass outright to the widow—was more of a nuisance than it was worth in most solicitors' offices. So many small sums to be tidied away into Defence Bonds or some like investment; so many half-reluctant co-administrators to be co-opted by widows; so many widows eking out an exiguous income with the aid of "maintenance"; so many infants taking their allotted shares of a moiety at majority or earlier marriage: such was more or less the ground plan of the 1925 Act.

In practice, things did not always work out quite like that. In the first place, there was always the problem of bringing up the children. The awkward question might be asked—and all too often *was* asked—why set aside this capital against the children's coming of age when it could be so much more usefully employed for them *now?* And, given broad views by the family solicitor, and some liberal interpretation of s. 32 of the Trustee Act, 1925, and perhaps a little indemnity as a *douceur* for the unhappy co-administrator, sometimes it was possible to find the human and practical answer.

And again, the matter quite often worked itself out in quite the other way. The children, having come of age, would be loth to disturb their mother in her enjoyment of a small fund or house wherein her life interest extended to a moiety only. To sell the house, at least since the last war, was, in most cases, unthinkable, unless the children were to face the prospect of finding a new home for their mother; whilst a mortgage would involve a capital outlay in survey and legal costs as well as a burden to the mother in mortgage interest. Sometimes it was possible to convert the house into flats, effecting a kind of physical severance of beneficial interests, or the mother would go to live with one of her married daughters. But, with one thing and another, quite a few problems seemed to arise and when they were resolved it was, like as not, more by the light of nature than of law or equity. In such cases, others perhaps have also consoled themselves with the thought that it is the duty of trustees to commit *judicious* breaches of trust, a *dictum* which I should like to see framed and hung in every office of trust corporations up and down the country.

WEDNESDAY, 15TH

Well, the old system has gone, though by its fruits we shall know it as the twenty-first birthdays come round and the widows die. The twenty-first birthday, with trust moneys long since spent, will not always be a happy occasion for the administrators, nor for the family solicitor in whose ears a distorted version of Andrew Marvell's verse may echo forebodingly:—

> But at my back I always hear
> Those infants' footsteps hurrying near

And they may wish that they had acted with all the prudence of a trust corporation.

In its place we have the system established by the new Act, which broadly will do away with all those small and tiresome trusts and not a few of the headaches.

There will, I think, be hard cases, and it is my guess that not a few solicitors will find themselves, over the next few years, explaining the new intestacy law to children disappointed by the £5,000 "intestate legacy" to a surviving spouse, or else to brothers and sisters disappointed by the £20,000 legacy and the half share of residue which follows it. And, as disappointed relatives are prone to be hasty in their judgments, it may on occasion be suggested that a solicitor owes it to his client not to allow him (or her) to die intestate. To that the solicitor might with reason reply—though he seldom will—that his hands are already full in the surgery without seeking to minister to seemingly robust patients. None the less, some thought could, with advantage, be given to the old saw that prevention is better than cure; if time allows, a check of the will index in the office (if such a thing exists) can do no harm.

FRIDAY, 17TH

These musings upon the intestacy law were prompted by Mrs. *R*, formerly Mrs. *G*, who arrived without any appointment at an early office hour on a Monday morning. It is always a pleasure to see old clients, but it greatly helps if they do not come without an appointment at an early hour on a Monday morning. Mrs. *R's* trouble, to put it briefly, is that she is Mrs. *R*, and has been since last June. And now somebody has told her quite correctly that her will was revoked on her second marriage, which will not do at all. She will not sleep a wink until her pre-marital will is revived; nay, she has not done so for the past three months, just for thinking of it, and so has hastened to see me . . .

The argument is perhaps overloaded, but the consternation is genuine, so we put the matter straight with a "reviving" codicil based on the Encyclopædia of Forms and Precedents, 3rd ed., vol. 18, at p. 766.

WEEK-END REFLECTIONS

I hope that when our legislators come to tackle the Trustee Act, 1925, something may be done to put the remuneration of professional trustees—perhaps even that of trust corporations—upon a more rational basis. The zeal with which the law holds a professional or corporate trustee accountable for so-called "profits" from the trust has surely outrun all discretion. The principle, of course, is sound, but in its application it is something of a springe to catch woodcocks.

I have yet to meet the lay client who did not assume, as a matter of course, that a professional trustee could charge, as it were *suo motu*, for his professional services. And so far from showing any gratitude for the tenderness of the law towards the *cestui que trust*, lay clients tend to display alternate amusement and bewilderment at the so-called "solicitors' charging clause," wherever it appears. Or worse still, where by the oversight of the draftsman in some old trust the clause is sadly lacking, the lay client is "not amused" and like as not mutters darkly of the *pons asinorum* and such-like country matters.

As the late and much lamented Reginald Hine has observed[1] of a certain client of a certain famous Hitchin firm[2]—

> "It is customary for disappointed suitors to abuse their attorney, and the irascible Sir Ralph Radcliffe had a horrid habit of barbing his own venom with a satirical quotation from his own favourite author, Juvenal:
>
> 'Tunc quoque mille ferenda
> Taedia, mille moræ'[3]"

"ESCROW."

1 Relics of an Un-Common Attorney, at p. 42.
2 Hawkins & Co.
3 "Then too in law a thousand burdens and delays," or as the same author translates it, "Then too in law a thousand causes for disgust, a thousand delays to be endured."

CORRESPONDENCE

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Costs Records

Sir,—When the new Sched. II came into force there were no doubt many practitioners who dared to hope that some of the time previously expended in their offices on the preparation of detailed bills might in future be spared for "productive effort." These hopes are likely to be sadly blighted if we are to be inflicted with the elaborate system of time recording advocated by "J.L.R.R." in your issue of the 28th March. But is such a system really necessary—or indeed justified?

Your contributor seeks justification in a statement appearing in the March issue of the *Law Society's Gazette*, but there seems little to support him in this. There is in fact the explicit direction that "*all the seven factors* specifically mentioned in the new Sched. II are material." To suggest that time expended at every stage in the progress of a particular matter should be recorded is surely to give quite undue prominence to the time factor.

In connection with attendances, time no doubt is of "paramount importance," and the solicitor or clerk will state how long he was engaged as a matter of course in making his entry recording the attendance, as was in fact no doubt the common practice under the old Schedule. As regards letters and documents, however, what justification can there be for recording the exact length of time taken in their compilation and typing? The time that *ought* to have been taken should be self-apparent, and if the job in fact took longer why should the client pay for the sluggishness of the solicitor or the slowness of his typist? Apart from this, it is provided as regards documents that account shall be taken of "the number and importance of the documents prepared or perused, without regard to length." To take into account in computing one's charges the time taken to type a deed is surely having regard to its length.

Above all the great virtue of the new Sched. II is that it provides flexibility in computing charges, but this flexibility will be very easily lost once systems such as this are adopted. The factor of "paramount importance," it should be borne in mind, is not the time expended or any of the other six items specifically mentioned, but that one's charges should be "fair and reasonable."

London, W.C.2. IAN D. WILSON.

Mr. Eric Coleby, legal adviser to the Railway Executive in the legal service of the British Transport Commission, is to retire from the Commission's service on 9th May, at the age of 65 years. He has been connected with the legal side of railway administration since 1906, and has held his present position since January, 1951.

Mr. Ratcliffe Pope is to retire after thirty-eight years as magistrates' clerk at both North Greenhoe (Walsingham) and Gallow (Fakenham) Petty Sessions. At Walsingham Magistrates' Court on 13th April, the chairman of the Bench presented Mr. Pope with an angle-poise lamp on behalf of himself and his colleagues on the Bench. Mr. B. Savory spoke on behalf of solicitors practising in the court. The coroner for Dereham and district, Mr. L. H. Allwood, also spoke. Mr. Pope will continue as clerk to the Commissioner of Taxes.

Mr. Robert Middlemas, solicitor, of Alnwick, is to retire at the end of April. He succeeded his father forty-one years ago as clerk of Glendale and Rothbury Courts. Fifty years ago he took over the clerkship of Whittingham Sessions. His son, Mr. R. J. Middlemas, will succeed him temporarily.

Mr. Edward Milner has completed fifty years' service with Messrs. Henry & Loveday, of Matlock, for whom he is managing clerk.

NOTES OF CASES

The Notes of Cases in this issue are published by arrangement with the Incorporated Council of Law Reporting, and full reports will be found in the Weekly Law Reports. Where possible the appropriate page reference is given at the end of the note.

COURT OF APPEAL

HOUSE UNFIT FOR HUMAN HABITATION: NOTICE REQUIRING WORKS: REASONABLE COST OF COMPLIANCE

Leslie Maurice & Co., Ltd. *v.* Willesden Corporation

Evershed, M.R., Jenkins and Hodson, L.JJ. 27th March, 1953

Appeal from Willesden County Court.

On 27th June, 1952, the Willesden Corporation served on Leslie Maurice & Co., Ltd., as being "the person having control of a dwelling-house in the County of Middlesex" a notice stating that the corporation were satisfied that the dwelling-house was unfit for human habitation, that they were not satisfied that it was incapable at reasonable expense of being rendered fit for human habitation, and "that in pursuance of subs. (1) of s. 9 of the Housing Act, 1936, and s. 260 of the Middlesex County Council Act, 1944, the council require you within a period of forty-two days . . . to execute the following works, which will in the opinion of the council render the house fit for human habitation, namely, as specified on the attached schedule." The works enumerated in the schedule did not distinguish between works required to satisfy the provisions of s. 9 of the Act of 1936 and those required to satisfy the amenity standard laid down by s. 260 of the Act of 1944. The cost of complying with the works was estimated to be £350. At the date when that notice was served, the respondents, Leslie Maurice & Co., Ltd., were collecting the rents of the dwelling-house on behalf of a limited company who held the premises for an unexpired term of thirty-one years. On 21st August that company entered into a binding contract to purchase the freehold reversion, and on 30th October, 1952, the reversion was conveyed to the company. The respondents appealed against the notice and the appeal came on for hearing in the county court on 28th October, and was finally disposed of on 1st December, after the freehold reversion had become vested in the company. The county court judge dealt with the matter on the footing that the company were lessees having a thirty-one years' term and, on that footing, he allowed the appeal on the ground that the dwelling-house could not be rendered fit for habitation at reasonable expense, and he quashed the order. The corporation appealed.

EVERSHED, M.R., said that the question for determination, under s. 9 of the Housing Act, 1936, namely, whether a house would be rendered fit for human habitation at a reasonable expense, was one which had to be determined in an objective way; that was, without regard to any particular circumstances affecting the person who was in control of the premises (as the respondents clearly were) and the interest which he had. The property in question came within the Middlesex County Council Act, 1944, and s. 260 (1) of that Act prescribed a standard of fitness for habitation for the purpose of s. 9 of the Housing Act, 1936, so that a failure to comply with that standard as regards houses within the local Act brought s. 9 of the Act of 1936 into operation automatically. If, however, it appeared that the grounds on which a notice was served were referable to subs. (1) of s. 260, the county court judge, on appeal, had to take into consideration other matters, prescribed in s. 260 (2), which were not purely objective to the premises but which related to the particular circumstances of the lessee or other person on whom the notice was served. In the present instance the Willesden Corporation had rightly served a notice expressed to be both under the Act of 1936 and under the Act of 1944 and the respondents were entitled to raise all the special defences open to them under s. 260 (2) of the Act of 1944 in respect of the whole of the works. If the corporation had sought to exclude the special defences from any particular matter they should have made that clear in the notice. The date on which the county court judge was enjoined by s. 260 (2) of the Act of 1944 to consider special defences was the date when he heard the case. At that date the company had become the absolute freehold owner and the length of the lease held by them at the date of the service of the notice had become irrelevant. Accordingly, the order of the county court judge should be reversed and the order made by the corporation for doing the work should resume its validity and effect.

JENKINS and HODSON, L.JJ., agreed. Appeal allowed.

APPEARANCES: *Heathcote-Williams*, Q.C., and *Norman King* (*Sharpe, Pritchard & Co.*, for *R. S. Forster*, Kilburn); *John Stephenson* (*A. Rawlence*).

[Reported by Miss E. DANGERFIELD, Barrister-at-Law] [2 W.L.R. 892]

SETTLEMENT OF APPEAL ON TERMS: PROPER FORM OF ORDER

Lees *v.* Motor Insurers' Bureau

Singleton, Denning and Romer, L.JJ. 30th March, 1953

Application by appellant for dismissal of appeal.

By an agreement of 17th June, 1946, made between the Minister of Transport and the Motor Insurers' Bureau, the latter undertook to satisfy any judgment "in respect of any liability . . . required to be covered by a policy of insurance . . . under Part II of the Road Traffic Act, 1930" if such judgment had not been satisfied within seven days. A firm of employers held a policy of insurance in respect of a motor lorry owned by them, which covered liability for the death of any person caused by or arising out of the use of the lorry, but which excluded "liability in respect of death arising out of and in the course of his employment of a person in the employment of the insured." An employee was killed as a result of the negligent driving of the lorry by a fellow employee, and his widow obtained judgment in default of defence in an action against the negligent driver, and taxed costs. That judgment remained wholly unsatisfied, and the widow then claimed that by virtue of the agreement of June, 1946, she was entitled to recover the sum for which judgment had been given from the Motor Insurers' Bureau. This claim was upheld on an arbitration, but on appeal by the Bureau by special case stated against the arbitration award, Lord Goddard, C.J., held that the judgment was not one in respect of a liability to be covered by the policy of insurance within the meaning of the agreement of June, 1946, and gave judgment for the Bureau (*Lees* v. *Motor Insurers' Bureau* [1952] 2 T.L.R. 356; [1952] 2 All E.R. 511). The widow gave notice of appeal, but before it came on for hearing a settlement was reached on terms that the Bureau agreed voluntarily to pay the whole of her claim together with her costs. Counsel on her behalf then made an application for an order that the appeal be dismissed.

The Court (Singleton and Hodson, L.JJ., and Lloyd-Jacob, J.) on 20th January, 1953, adjourned the application to consider the proper form of order to be made in the circumstances.

On 30th March, 1953, the Court (Singleton, Denning and Romer, L.JJ.) expressed the view that it seemed to be a contradiction in terms that where the successful respondent had agreed to pay the whole of the appellant's claim and all the costs, an order should be made that the appeal be dismissed, but that the appeal could not be allowed by consent. They thereupon made an order proposed by the court and agreed between the parties, that the parties having agreed to the terms of the settlement set out in the schedule, all further proceedings in the matter and on the appeal be stayed, except for the purpose of enforcing the terms.

APPEARANCES: *Michael Lee* (*A. E. Wyeth & Co.* for *Ernest Brown & Co.*, Wednesbury); *Humfrey Edmunds* (*Stanley & Co.*).

[Reported by Miss M. M. HILL, Barrister-at-Law] [1 W.L.R. 620]

AGENCY: TERMINATION ON PRINCIPAL BECOMING ENEMY ALIEN: WHETHER EX-AGENT LIABLE TO ACCOUNT ON PURCHASE OF EX-PRINCIPAL'S PROPERTY

Nordisk Insulinlaboratorium *v.* Gorgate Products, Ltd. (sued as C. L. Bencard (1934), Ltd.)

Evershed, M.R., Jenkins, L.J., and Roxburgh, J.

31st March, 1953.

Appeal from Vaisey, J.

The plaintiffs were a Danish corporation who dealt in insulin. Shortly before the outbreak of war in 1939 they deposited a valuable stock of insulin in an English bank. When, in 1940, by reason of the invasion of Denmark by the Germans, the plaintiffs became enemy aliens, this stock vested in the Custodian

of Enemy Property and was sold by him to the defendants, who before the war had acted as the plaintiffs' selling agents in the United Kingdom. The defendants, without taking delivery of the insulin, resold it at a profit, and the plaintiffs claimed that the defendants were liable to account to them for the profit which they had realised. Vaisey, J., held that the defendants were liable so to account, and the defendants appealed.

EVERSHED, M.R., said that, on the facts, the defendants were not under any fiduciary duty to the plaintiffs in relation to the stock of insulin. They had not acquired any special or secret knowledge about it which they were under a duty not to disclose, either whilst they were acting as agents or after the agency was terminated on the plaintiffs becoming enemy aliens. Nor could they be regarded as trustees of the insulin, for they had, in fact, no right or interest in it. They could not in the circumstances of the case be regarded as agents dealing with the property of their principals, or as acting in relation to the affairs of their principals, for when the sale was made the agency had terminated, and on the sale to them by the custodian the insulin became their absolute property. There was no recognisable equity which enabled the plaintiffs to require the defendants to account for the profit made by them, with the custodian's knowledge, on the sale and resale.

JENKINS, L.J., and ROXBURGH, J., agreed. Appeal allowed.

APPEARANCES: *J. G. Strangman*, Q.C., and *D. S. Chetwood* (*W. Wallace Harden*); *F. W. Beney*, Q.C., and *M. R. Hoare* (*Roche, Son & Neale*).

[Reported by Miss E. DANGERFIELD, Barrister-at-Law] [2 W.L.R. 879

RATING OF WATER UNDERTAKING: ASSESSMENT OF RIVER INTAKE: SPECIAL VALUE FEATURES

Metropolitan Water Board *v.* Borough of Hertford; Borough of Hertford *v.* Metropolitan Water Board

Evershed, M.R., Jenkins and Romer, L.JJ. 31st March, 1953

Appeal from Lands Tribunal.

The Metropolitan Water Board were assessed for rating purposes in respect of their occupation of a hereditament in the parish and borough of Hertford including the Chadwell Spring, a portion of New River, an intake from the River Lea, various buildings, sluices, channels and land, etc. The water board alleged that the valuation was excessive and proposed a reduction, but the Corporation of Hertford and the valuation officer objected. The water board appealed against the objections, and the local valuation court of the South Middlesex Local Valuation Panel amended the figures in the valuation list. The corporation appealed to the Lands Tribunal; the water board and the valuation officer then appearing as respondents. Before the Lands Tribunal the corporation, the water board and the valuation officer each submitted a valuation, those of the water board and valuation officer being applications of the "profits basis," the normal method of valuing public utility undertakings spreading over several rating areas. The corporation, on the other hand, estimated the net annual value of the hereditament in question on a direct valuation, without first having regard to the net annual value of the whole undertaking (which would have been the first step in applying the "profits basis" method of valuation). The corporation then adjusted their valuation to fit the net annual value of the undertaking and also to take account of the special fitness of the hereditament for the board's purposes and to the statutory right of the board to take water from the river at that point, from whence it flowed by gravity to a higher point than would have been possible from any other intake. The Lands Tribunal in substance apparently approved the method of the valuation adopted by the water board and by the valuation officer, but they added that it was not practicable to ascertain the net annual value of the hereditament truly relative to net annual value of the whole undertaking "purely by a process of estimating and comparing respective capital values," as the valuation officer and the water board had attempted to do in making their valuations. Further, the tribunal were of opinion that the capital value ought to reflect the special fitness of the hereditament for the use in fact made of it by the board, in conjunction with the rest of the undertaking, by reason of its altitude. The water board and the valuation officer appealed and the Lands Tribunal stated their findings in a case stated.

JENKINS, L.J., delivering the judgment of the court, said the "profits basis" method of valuation was appropriate to this hereditament. That method was expounded in *Kingston Union* v. *Metropolitan Water Board* [1926] A.C. 331 (though approved earlier in *R.* v. *Overseers of Mile End Old Town* (1847), 10 Q.B. 208, and *R.* v. *West Middlesex Waterworks* (1859), 1 E. & E. 716). It necessitated ascertaining the aggregate net annual value of the indirectly productive hereditaments comprised in the whole of the board's undertaking and attributing a fair proportion of that total to the individual hereditament in question, which was admittedly indirectly productive. The net annual value of the indirectly productive hereditaments was to be arrived at by calculating the percentage which the net annual value of the whole undertaking bore to the total capital value. That percentage had then to be applied to the capital value of each indirectly productive hereditament in order to arrive at the net annual value. In ascertaining the capital value of this hereditament the principles stated in *Metropolitan Water Board* v. *Chertsey Assessment Committee* [1916] 1 A.C. 337 were applicable. It was right to take account of all such characteristics inherent in the hereditament itself as made it specially fit for the purpose for which it was actually used by the board, that being the purpose for which the board as hypothetical purchaser or tenant would presumably be seeking to buy or rent it. That purpose being the taking of water from the River Lea and passing it into the New River, the proximity of the hereditament to the River Lea and the New River and the presence upon it of natural channels were clearly relevant. But the actual value to the board of the use to which the hereditament was actually put must not be taken into account; it was not legitimate to attribute a special value on account of the saving in pumping costs when it came to distributing the water at Stoke Newington due to the altitude of the original intake on the hereditament in question. Nor was it in point to consider how much water was in fact received by the board through that intake, for these factors were not elements of special fitness inherent in the hereditament itself. The altitude of the hereditament was relevant only in so far as it narrowed the range of hereditaments on the river amongst which the board seeking an intake would be likely to make its selection. It was not entirely clear how far the Lands Tribunal had proceeded on these principles, and accordingly the case was to be remitted to them with directions to ascertain the value accordingly. Appeal allowed. Case remitted.

APPEARANCES: *H. Williams*, Q.C., and *C. Scholefield* (*H. R. McDowell*); *M. Lyell* (*Solicitor for the Board of Inland Revenue*); *M. E. Rowe*, Q.C., and *R. Willis* (*Sharpe, Pritchard & Co.* for *Longmores*, Hertford).

[Reported by Miss E. DANGERFIELD, Barrister-at-Law] [1 W.L.R. 622

CHANCERY DIVISION

SLANDER OF TITLE: WRONGFUL CLAIM ON BEHALF OF ESTATE OF INTESTATE: FAILURE TO OBTAIN GRANT NOT A DEFENCE: NO MALICE: DECLARATION AS TO TITLE

Loudon *v.* Ryder (No. 2)

Harman, J. 25th March, 1953

Action.

The plaintiff alleged that the defendant had fraudulently asserted a title to certain shares in building societies and National Savings Certificates which stood in her name, and that she had in consequence been unable to deal with those investments; and she sought an injunction to restrain him from representing that he had an interest in them. The defendant in his defence denied the plaintiff's title to the shares, and he admitted that he had made a claim to them on behalf of the estate of his sister, Rosa Liebeskind, who had died intestate. Alternatively, he alleged that he honestly believed and still believed the truth of these assertions. In the action of *In re Lewis' Trusts; Loudon* v. *Lewis* (which is not reported, but which was consolidated with the present action), Harman, J., found that money belonging to Rosa Liebeskind was deposited with the plaintiff's mother (the defendant in that action), but that that money could not be traced into the investments in suit. He made a declaration that the investments were the plaintiff's, and he granted an injunction against the plaintiff's mother from asserting her title to them.

HARMAN, J., said the defendant was mistaken in supposing that his sister's money was invested in these securities, and his assertions were unjustified. The issue was whether they were honestly made, or were part of a conspiracy between the defendant and the plaintiff's mother to deprive the plaintiff of her property. There was no reason to suppose that the defendant did not

believe the assertions which he made, and although he might have acted carelessly he had not acted fraudulently. By way of an additional defence, it was pleaded that at the date of the writ there was no personal representative of Rosa Liebeskind in existence, although during the course of the action the defendant obtained a grant of letters of administration to the estate of his sister. He had been asked to hold that the doctrine of relation back did not apply to administrators, and that the plaintiff's proper course was to have waited for a grant to have been made. He could not accept this plea. It was the law that a plaintiff could not maintain an action as personal representative when it appeared that no letters of administration had issued before the writ, but it did not follow that a defendant who asserted a right as next-of-kin of a deceased person, and as being the person entitled to a grant, could not be sued if he set up a wrongful claim. To admit this would be to allow a defendant to take advantage of his own procrastination, which he might continue indefinitely. This was in effect a claim of slander of title, and the gist of that action was that the defendant should have made his claim maliciously and have thereby caused special damage to the plaintiff. The modern authority for this proposition was *Balden* v. *Shorter* [1933] 1 Ch. 427, followed in *London Ferro-Concrete Co., Ltd.* v. *Justicz* (1951), 68 R.P.C. 65, 261. No malice had been proved and the plaintiff was not entitled to any damages, but the court had power under Ord. 25, r. 5, to make a declaration as to the plaintiff's title to the investments, notwithstanding that she was not entitled to any damages. The defendant had never withdrawn his wrongful claim, and still maintained it, and with a view to preventing further mischief he would pronounce a judgment against the defendant, limited to a declaration that as personal representative of his sister he had no right, title or interest in the investments in the plaintiff's name.

APPEARANCES: *J. G. Strangman*, Q.C., and *R. O. Wilberforce* (*Hardman, Phillips & Mann*); *Lionel Edwards*, Q.C., and *J. G. Monroe* (*M. Landy*).

[Reported by Mrs. IRENE G. R. MOSES, Barrister-at-Law] **[2 W.L.R. 863**

WILL: CHARITY: GIFT TO A HOSPITAL CLOSED BETWEEN DATE OF WILL AND DEATH OF TESTATOR

***In re* Hutchinson; Gibbons *v.* Nottingham Area No. 1 Hospital Management Committee**

Upjohn, J. 27th March, 1953

Adjourned summons.

A testator by his will made in 1946 bequeathed his residue on trust in equal shares for five hospitals in Nottingham, including a throat, ear and nose hospital whose address was specified, and directed that the receipts of the respective treasurers should be effective discharges to the trustees. In 1947 it was thought desirable to close the throat hospital in view of the impending coming into force of the National Health Service Act, 1946, and of other difficulties. Certain proposals were made, which were agreed to by the Minister of Health and sanctioned by a resolution of the subscribers, to transfer the assets, funds and patients to the Nottingham General Hospital. The throat hospital then closed and the assets and funds were transferred to the general hospital on trusts providing that such assets and funds should be held separately from the general funds and applied for the purposes of the ear, nose and throat department. No scheme was ever submitted to the court or the Charity Commissioners. On 5th July, 1948, the assets and property of the general hospital vested in a hospital management committee under the provisions of the Act of 1946. In 1952 the testator died and a summons was taken out to ascertain whether the gift to the throat hospital (*a*) took effect in favour of the hospital management committee, or (*b*) failed and passed to the next of kin, or (*c*) was applicable *cy-près*.

UPJOHN, J., said that it had been contended for the committee that there had been an amalgamation with the general hospital; that the gift was not for a particular institution at particular premises, but for the work of the charity, now carried on by the general hospital; and that a charity, once constituted, could not die unless its funds became exhausted (see *In re Faraker* [1912] 2 Ch. 488; *In re Lucas* [1948] Ch. 424; *In re Joy* (1888), 60 L.T. 175; and *In re Withall* [1932] 2 Ch. 236). For the next of kin it had been argued that the gift was for the particular purposes of a particular institution and failed when the hospital closed; that there had been no amalgamation because no properly approved scheme had been made; and that it was not a case for *cy-près* (see *In re Rymer* [1895] 1 Ch. 19 and *In re Ovey* (1885), 29 Ch. D. 560). The testator, in disposing of his residue between the five hospitals, must be taken to have intended to benefit not the particular institutions at the particular addresses, but the work of each charity generally; once that conclusion was reached the claim by the next of kin failed, as the charity could not die (see *In re Faraker* (*etc.*), *supra*). The gift, therefore, did not lapse, but formed part of the assets of the former hospital. There could not, however, be a declaration that the committee were entitled to the gift, as no scheme had been approved by the court or the Charity Commissioners. Until a scheme had been approved the committee could not give a good receipt. Declaration accordingly.

APPEARANCES: *K. W. Rubin* (*R. W. Goff* with him) and *G. M. Parbury* (*Loxley & Preston*, for *Clifton, Woodward & Smith*, Nottingham); *John Monckton* (*Peacock & Goddard*, for *Acton, Simpson & Hanson*, Nottingham); *N. S. Warren* (*D. Buckley* with him) (*Treasury Solicitor*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[2 W.L.R. 872**

LANDLORD AND TENANT: MORTGAGE: TENANTS LET INTO POSSESSION BEFORE EXECUTION OF MORTGAGE: RIGHTS AS AGAINST MORTGAGEE

Mornington Permanent Building Society *v.* Kenway

Vaisey, J. 30th March, 1953

Originating summons.

The purchaser of a house, which was registered land, executed deeds of mortgage and further charge to the plaintiff building society on 9th February, 1949. On the same day the deed of transfer to him of the property was executed. He attorned tenant to the plaintiffs at a monthly rent, and the provisions of the mortgage deed excluded the power of leasing. On 4th February, 1949, *A* and *J*, at the mortgagor's request, entered into occupation of the premises as tenants of the first and second floors respectively. The instalments due under the mortgage having fallen into arrear, the plaintiffs served notice to quit on the mortgagor. As *A* and *J* claimed to be entitled to remain in occupation, the plaintiffs took proceedings by originating summons claiming possession against the mortgagor, *A*, and *J*, to which the mortgagor did not appear.

VAISEY, J., said that the plaintiffs' case was completely established against the mortgagor. The recent decision in *Coventry Permanent Economic Building Society* v. *Jones* [1951] 1 T.L.R. 739, in which it was held that the conveyance and the mortgage ought to be regarded as one transaction, so that no "tenancy by estoppel" could arise, was not relevant, as the property in that case was not registered land. The present case was concluded in favour of the tenants by *Woolwich Equitable Building Society* v. *Marshall* [1952] Ch. 1, on the ground stated by Danckwerts, J., that the tenants were in actual possession of the property; which was a principle stated in *Hunt* v. *Luck* [1901] 1 Ch. 45 that a tenant's occupation of land affects a purchaser with notice of all his rights. If the plaintiffs had inspected the property beforehand they would have found the tenants in possession; and as they did not do so, their rights were overridden by s. 70 (1) (*g*) of the Land Registration Act, 1925. Judgment for the tenants.

APPEARANCES: *J. L. Arnold* (*Walter A. Jennings*); *J. D. Sempken* (*Malcolm Slowe & Co.*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law.] **[2 W.L.R. 859**

QUEEN'S BENCH DIVISION

COSTS: TAXATION: LEGALLY ASSISTED PERSON: COUNTRY SOLICITOR: NEGOTIATIONS SUBSEQUENT TO JUDGMENT

W. F. Marshall, Ltd. *v.* Barnes & Fitzpatrick

Pearson, J. 27th March, 1953

Summons for review of taxation adjourned into court.

The defendants were granted a civil aid certificate to defend an action for breach of contract brought against them by the plaintiffs. The certificate certified that each defendant was entitled to legal aid as defendant in connection with the following proceedings: "Defending an action for breach of contract now proceeding in the High Court of Justice . . . and to counter-claim thereunder, and to enforcement of any order made thereon." Judgment was given for the plaintiffs for £100 on the claim and also on the counter-claim with costs up to the date of the civil

aid certificates, and an order was made for the taxation of the defendants' costs as between solicitor and client in accordance with Sched. III to the Legal Aid and Advice Act, 1949. On taxation, the taxing master disallowed items of costs relating to the attendance of the defendants' country solicitor in London for the purposes of the trial on the grounds that there were no exceptional circumstances which justified him in allowing them and also that they had been incurred through over-caution. He further disallowed other items relating to negotiations between the solicitors on both sides for the making and carrying out of an arrangement for the payment of instalments by each of the defendants of the amount of the judgment debt and costs. The defendants under the arrangement were to pay £2 a month. Their solicitors were to collect this sum from the defendants and pay it over to the plaintiffs' solicitors, and costs in connection with that matter might have continued for several years. The defendants took out a summons to review the taxation.

PEARSON, J., said that with regard to the disputed items which related to the costs of the country solicitor, in his judgment the principle or rule of practice that the costs of a country solicitor were only to be allowed in exceptional cases was applicable on a taxation under Sched. III to the Legal Aid and Advice Act, 1949, with the qualification that a more generous attitude was to be adopted in deciding whether the case was exceptional. In the present case the objections taken to the disallowance of certain items did not suggest any exceptional features and the general rule, therefore, governed the situation and the costs in question were rightly disallowed by the taxing master. Further, in the absence of exceptional circumstances, the finding that the costs were incurred through over-caution was, in itself, a sufficient basis for disallowance. The second set of disputed items related to the making and carrying out of arrangements for the payment of instalments by each of the defendants on account of the judgment debt and costs. The taxing master held that as the civil aid certificate granted to the defendants was stated to be for " defending an action," the solicitor's authority ended when the action had been defended, judgment given and completed, if necessary, by the taxation of costs. The taxing master held, therefore, that costs incurred in negotiating the method of payment of the judgment debt were not costs of defending the action and were not covered by the civil aid certificate. It was contended for the defendants that the taxing master was wrong in so holding and that under reg. 11 (2) (*c*) of the Legal Aid (General) Regulations, 1950, the solicitor's authority continued until the area committee were satisfied that the proceedings to which the certificate related had been disposed of, and they gave a discharge. It was also contended that under s. 1 (5) of the Act and the certificates given, the taxing master should have considered not only the question whether the costs claimed were costs of defending the action, but also whether they were incidental to doing so, since the subsection provided that " Legal aid shall consist of representation . . . by a solicitor, and so far as necessary by counsel (including all such assistance as is usually given by solicitor or counsel in the steps preliminary or incidental to any proceedings or in arriving at or giving effect to a compromise to avoid or bring to an end any proceedings) . . ." On the facts of the present case, that seemed to him (Pearson, J.) to be an untenable proposition. The judgment put an end to the action and created a new situation in which the defendants owed a debt to the plaintiffs and had to make and carry out arrangements for paying it. It might be (though he expressed no opinion on the point as it did not arise) that a discussion relating to the method of payment which took place immediately or very soon after the giving of the judgment might reasonably be regarded as being incidental to defending the action, and the taxing master, having a wide discretion, might be acting within it in allowing a charge in respect of such a discussion. But the work done in the present case was clearly dissociated from the work of defending the action and was concerned solely with the new situation in which the defendants were debtors to the plaintiffs, and was, therefore, not incidental to defending the action. In the result, he affirmed the decision of the taxing master and the defendants' application must be refused.

APPEARANCES: *Stuart Shields* (*Lewis, Holman & Lawrence*, for *Ross & Son*, Horley, Surrey); *Colin Duncan* (*T. G. Lund, The Law Society*) as *amicus curiae* representing the Legal Aid Fund.

[Reported by PHILIP B. DURNFORD, Esq., Barrister-at-Law] **[1 W.L.R. 639**

PROBATE, DIVORCE AND ADMIRALTY DIVISION

HUSBAND AND WIFE : PRACTICE : SUBSTITUTED SERVICE OF ORDER FOR SECURITY

Worboys *v.* Worboys

Davies, J. 4th March, 1953

Summons (adjourned into court).

A wife filed a petition for divorce in August, 1952, on the ground of adultery. The petition was sent by registered post to an address which the court held to be the husband's residence but no acknowledgment was received until a clerk in the employ of the petitioner's solicitor had made two personal calls at the address and seen the respondent's mother. On 22nd October, 1952, the registrar made an order for security for costs in the sum of £50, and a copy of that order was posted on 31st October, 1952. No reply was received, and the solicitor's clerk made further calls at the address where he again saw the respondent's mother who said that the respondent had heard that the solicitor's clerk was calling but that he was not in. There was evidence that the respondent had told the petitioner on the telephone that she was " not going to get £50 out of him." The order was never in fact served, and on 8th January, 1953, application was made for leave to serve the order by substituted service. The summons was adjourned to the judge by the Senior Registrar, the view being taken in the registry that since r. 62 (2) of the Matrimonial Causes Rules, 1950, required by its terms personal service, and since such an order, if not complied with, was enforceable by attachment, personal service was necessary, and there was no power in any circumstances to order substituted service of such an order.

DAVIES, J., said that in his judgment substituted service might be allowed. Rule 62 (2) of the Matrimonial Causes Rules, 1950, provided that service should be personal service or on the solicitor. Rule 80 provided that, subject to the provisions of those rules, the Rules of the Supreme Court should apply with the necessary modifications to the practice and procedure in any matrimonial cause or matter. It seemed to him, therefore, that R.S.C., Ord. 67, r. 6, was quite clear: it provided that, notwithstanding the fact that the rule under consideration prescribed personal service, the court, if it was made to appear that prompt personal service could not be effected, might make such an order for substituted or other service as might be just. That rule was not rendered inapplicable by r. 62 (2) of the Matrimonial Causes Rules, 1950, and he (his lordship) accordingly had power to make such proper and necessary order as the facts required. On those facts he was quite satisfied that the respondent was seeking to evade service of the order; indeed, he was satisfied that the respondent knew that it had been made, and that he was living at the address referred to. In all the circumstances the proper order would be that service should be effected by registered post. His lordship also stated in his judgment, in which he reviewed the authorities, that it had been the practice of all divisions of the court for very many years in appropriate cases, and where the facts justified it, to give leave for substituted service not merely of orders such as the present one on which attachments might issue but of the motion for attachment itself. Order for substituted service.

APPEARANCE: *N. C. Lloyd-Davies* (*Whitelock & Storr*).

[Reported by JOHN B. GARDNER, Esq., Barrister-at-Law] **[2 W.L.R. 901**

HUSBAND AND WIFE : CONFLICT OF JURISDICTION APPLICATION TO STAY ENGLISH PROCEEDINGS

Sealey (otherwise Callan) *v.* Callan

Davies, J. 20th March, 1953

Summons (adjourned into court).

The parties were married in India in 1941 and finally separated in 1944. In November, 1952, the wife filed a petition for divorce in the High Court on the ground of desertion, relying in so far as jurisdiction was concerned upon the provisions of s. 18 (1) (*b*) of the Matrimonial Causes Act, 1950. The husband was resident and domiciled in the province of Natal, South Africa, and he entered an appearance under protest. In 1953 he began an action of divorce in the Supreme Court, South Africa, alleging desertion and adultery, and when the matter came before the judge he sought a stay of the English proceedings pending the trial and determination of the action of divorce in the South African courts. It was submitted on his behalf that any decree obtained under s. 18 (1) (*b*) would not be valid in South Africa,

that if he were to come to the English courts he could only defend himself, but not cross-petition for a divorce, that whatever happened in these courts he would have to take proceedings to terminate the marriage in South Africa, should he at any time desire to re-marry. It was further submitted that it was undesirable and contrary to public policy to have two suits proceeding simultaneously, because there might be a race between the parties to expedite the hearing and determination of the respective suits. The court of the domicile was the proper and competent court. On behalf of the wife it was submitted that a spouse had an inherent right under ss. 1 and 4 of the Matrimonial Causes Act, 1950, if the court had jurisdiction, that she would have advantages in bringing her suit in this country, for in South Africa there was no provision for maintenance of a wife except by consent, and that the husband had been guilty of great delay. It was just as unfair to the wife to ask her to go to South Africa to defend as it would be to the husband to ask him to come here.

DAVIES, J., said that the Matrimonial Causes Act, 1950, did not entrench upon the inherent power of the court to govern its own proceedings (s. 41 (*a*) of the Judicature Act, 1925). After considering the authorities his lordship held, however, that it required a very strong case to persuade the court to prevent a party from proceeding, whether with an action at common law or a petition in the divorce court, when the court had beyond question jurisdiction in the matter, on the ground that either previously, or subsequently, the defendant or respondent in the court had begun a cross-action or cross-petition in a foreign jurisdiction. In the circumstances of the present case he (his lordship) was not satisfied that the husband had made out his case for a stay, and his summons would be dismissed. Summons dismissed.

APPEARANCES: *D. Tolstoy* (*George & George*); *H. J. I. Summerfield* (*Thompson, Quarrell & Megaw*).

[Reported by JOHN B. GARDNER, Esq., Barrister-at-Law] **[2 W.L.R. 910**

COURT OF CRIMINAL APPEAL

ELECTION FOR TRIAL FOR SUMMARY OFFENCE : WHETHER INDICTMENT MAY ALLEGE SUBSTITUTED OFFENCE

R. *v.* Phillips

Lord Goddard, C.J., Byrne and Parker, JJ. 31st March, 1953

Appeal against conviction.

The appellant was charged before justices with unlawfully making a declaration contrary to s. 9 (1) of the Vehicles (Excise) Act, 1949, in connection with an application for a motor car licence, a summary offence for which the maximum penalty was six months' imprisonment. He elected, under s. 17 of the Summary Jurisdiction Act, 1879, to go for trial by jury and was committed by the justices to quarter sessions. When the appellant came before quarter sessions for trial he was charged on an indictment alleging offences under s. 5 (*b*) of the Perjury Act, 1911, which carried severer penalties. The appellant was convicted on that indictment and appealed against his conviction by leave of the court.

LORD GODDARD, C.J., said that the offences under s. 5 (*b*) of the Perjury Act, 1911, were not the offences for which the appellant had been committed and sent for trial, but were entirely different offences under a different statute. It had been sought to say that the depositions showed the offences under the Perjury Act and therefore the prosecution were entitled under s. 2 (2) of the Administration of Justice (Miscellaneous Provisions) Act, 1933, to put forward the charges under the Perjury Act, even though the appellant had been sent for trial for an offence under the Vehicles (Excise) Act. Assuming that that was right, the court could not approve of such a course being taken, because in reality it was making the option to elect to be tried by a jury given to a defendant by s. 17 of the Summary Jurisdiction Act, 1879, into something in the nature of a trap. Had the appellant not opted to go for trial but been convicted by the justices, he could not afterwards have been prosecuted under the Perjury Act. The court could not approve of the substitution of another charge for the charge for which a defendant was originally before the justices in any case where quarter sessions only obtained jurisdiction by reason of the fact that the defendant had exercised his option under s. 17. For those reasons the conviction would be quashed. Appeal allowed.

APPEARANCE: *E. Daly Lewis* (*Horwood & James*, Aylesbury). The appellant was not represented.

[Reported by Miss J. F. LAMB, Barrister-at-Law] **[2 W.L.R. 868**

SURVEY OF THE WEEK

HOUSE OF LORDS

PROGRESS OF BILLS

Read Second Time :—

Belper Urban District Council Bill [H.C.] [16th April.

Harbours, Piers and Ferries (Scotland) Bill [H.C.] [14th April.

Prevention of Crime Bill [H.C.] [14th April.

Tees Conservancy Superannuation Scheme Bill [H.C.] [16th April.

Tynemouth Corporation Bill [H.C.] [16th April.

Read Third Time :—

Dudley Extension Bill [H.L.] [15th April.

Great Northern London Cemetery (Crematorium) Bill [H.L.] [15th April.

In Committee :—

Town and Country Planning Bill [H.C.] [14th April.

HOUSE OF COMMONS

A. PROGRESS OF BILLS

Read First Time :—

Slaughter of Animals (Pigs) Bill [H.C.] [15th April.

To provide for the humane slaughter of pigs in places other than slaughter-houses and knackers' yards; and for purposes connected therewith.

Read Second Time :—

Newbury Corporation Bill [H.L.] [14th April.

Read Third Time :—

City of London (Central Criminal Court) Bill [H.L.] [14th April.

B. QUESTIONS

NEW HOUSES (RE-SALE PRICE CONTROL)

Mr. HAROLD MACMILLAN said that he hoped to make a statement regarding the question of the restrictions on the rent and selling price of houses built under licence, before the end of the session. [14th April.

CAPITAL PUNISHMENT (REPORT)

Sir HUGH LUCAS-TOOTH stated that the Home Secretary had been in touch with the Chairman of the Royal Commission on Capital Punishment, who had informed him that the Commission had arrived at their conclusions on all the matters referred to them some time ago. The preparation of the final report, however, involving as it did a close examination of many subjects, some of them highly technical, had necessarily taken a long time. It was now practically complete and parts of it were already in the hands of the printers. [16th April.

STATUTORY INSTRUMENTS

Bermondsey (Councillors and Wards) Order, 1953. (S.I. 1953 No. 620). 6d.

Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 3) Order, 1953. (S.I. 1953 No. 652.)

This order, besides exempting London-type taxis from the provisions of the order of 1952, permits the balance due under a hire-purchase agreement to be repaid by a single payment within three months of the date of the agreement and re-defines "credit sale agreement."

London–Canterbury–Dover Trunk Road (Corporation Street, Rochester) Order, 1953. (S.I. 1953 No. 601.)

Milk (Special Designations) (Specified Areas) Order, 1953. (S.I. 1953 No. 614.)

Milk (Special Designations) (Specified Areas) (Scotland) Order, 1953. (S.I. 1953 No. 615.)

National Health Service (Constitution of Regional Hospital Boards) (Scotland) Amendment Order, 1953. (S.I. 1953 No. 608 (S. 54).)

National Insurance (Mariners) Amendment Regulations, 1953. (S.I. 1953 No. 624.) 5d.

Safeguarding of Industries (Exemption) (No. 3) Order, 1953. (S.I. 1953 No. 617.)

Severn River Board (Rea Internal Drainage District) Order, 1953. (S.I. 1953 No. 634.) 5d.

Stopping up of Highways (Warwickshire) (No. 2) Order, 1953. (S.I. 1953 No. 616.)

[Any of the above may be obtained from the Government Sales Department, The Solicitors' Law Stationery Society, Ltd., 102–103 Fetter Lane, E.C.4. The price in each case, unless otherwise stated, is 4d., post free.]

NOTES AND NEWS

Professional Announcement

From 1st April, Mr. Thomas Reed, M.A. (Cantab.), who has been associated with Messrs. Davies, Bell & Co., of Newcastle-upon-Tyne, for a number of years, has joined Mr. J. R. N. Bell in partnership. The name of the firm will remain unchanged.

Honours and Appointments

The Lord Chancellor has made the following arrangements to take effect after the retirement of His Honour Judge Willes from the County Court Bench on 20th April: Judge Sir HENRY BRAUND to be the judge of Circuit 19 (Derbyshire); Judge LEON, M.C., to be the judge of Circuit 46 (Willesden). The Lord Chancellor will make a further appointment to the London County Court Bench shortly.

Mr. ROBERT SMITH DAWSON, assistant town clerk of Wallasey, has been appointed deputy town clerk of Hornsey, and takes up his new duties in June.

Personal Notes

Mr. R. T. Wright, solicitor, of Leicester, was married to Miss S. C. Tuckley, of Leicester, on 11th April.

Miscellaneous

ARBITRATION ON SALARIES OF JUSTICES' CLERKS

The Minister of Labour has appointed a board of arbitration to determine a difference between the two sides of the Joint Negotiating Committee for Justices' Clerks concerning the salary scales of whole-time justices' clerks except those employed within the administrative County of London. The board consists of Sir John Forster, Q.C. (chairman), Sir Richard Lloyd Roberts, and Professor J. C. Kydd. It will meet in London on 8th May.

The next Quarter Sessions for the County Borough of Smethwick will be held at the Law Courts, Crocketts Lane, Smethwick, on Tuesday, 5th May, 1953, at 10.30 a.m.

DEVELOPMENT PLANS

COUNTY BOROUGH OF BURNLEY DEVELOPMENT PLAN

On 26th March, 1953, the Minister of Town and Country Planning approved (with modifications) the above development plan. A certified copy of the plan as approved by the Minister has been deposited at the Town Clerk's Office, Town Hall, Burnley. The copy of the plan so deposited will be open for inspection free of charge by all persons interested between the hours of 9 a.m. and 5.15 p.m. on Mondays to Fridays (inclusive) and between 9 a.m. and mid-day on Saturdays. The plan became operative as from 4th April, 1953, but if any person aggrieved by the plan desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any regulation made thereunder has not been complied with in relation to the approval of the plan, he may, within six weeks from 4th April, 1953, make application to the High Court.

L.C.C. DEVELOPMENT PLAN INQUIRY

Objections relating to Fulham and Hammersmith will begin to be heard at 10.30 a.m. on Monday, 27th April, at the inquiry into objections to the development plan for the County of London.

At the Intermediate Examination of The Law Society held on 12th and 13th March, 1953, of the eight candidates who gave notice for the whole examination, four passed. Of the 293 candidates who gave notice for the Law portion only, 178 passed (P. O. Gardiner, First Class). Of the 417 candidates who gave notice for the Trust Accounts and Bookkeeping portion only, 269 passed.

GENERAL COUNCIL OF THE BAR: ANNUAL ELECTION, 1953

Proposal Forms.—Every candidate for election must be proposed in writing, and the proposal form, signed by at least six barristers together with his signed consent to serve if elected, must be sent to the Secretary at the offices of the Council, 2 Stone Buildings, Lincoln's Inn, W.C.2, on or before Monday, 27th April, 1953. Forms are obtainable upon application. A list of candidates duly proposed will be screened not later than 1st May, 1953.

Vacancies.—Twenty-four candidates have to be elected, of whom five at least must be of the Inner Bar, seven at least must be of the Outer Bar, and of these, two at least must be of less than ten years' standing at the Bar.

Voting.—(*a*) Every barrister is entitled to vote at the election. Voting papers together with instructions will be sent out to members of the Bar on or about 11th May, 1953; (*b*) any barrister who has not received a voting paper may obtain one upon his *written or personal* application to the offices of the Council, 2 Stone Buildings, Lincoln's Inn, W.C.2; (*c*) votes may be cast during the fourteen days ending 25th May, 1953, on which date completed voting papers must be in the hands of the secretary.

A Special University Lecture in Laws on "The Historic Bases of Conflicts Law" will be given by Professor H. E. Yntema, Ph.D., S.J.D., Research Professor of Comparative Law, University of Michigan, at King's College, Strand, W.C.2, at 5.30 p.m., on Thursday, 30th April, 1953. The chair will be taken by Professor R. H. Graveson, LL.D., S.J.D., Professor of Law and Dean of the Faculty of Laws in the University of London. The lecture is addressed to students of the university and to others interested in the subject. Admission is free, without ticket.

NATIONAL PARKS AND ACCESS TO THE COUNTRYSIDE ACT, 1949

SURVEY OF PUBLIC RIGHTS OF WAY

The following notices of the preparation of draft maps and statements under s. 27 of the above Act, or of modifications to draft maps and statements already prepared, have appeared since the tables given at pp. 109, 175 and 252, *ante*.

Surveying authority	Districts covered by draft map and statement	Date of notice	Last date for receipt of representations or objections
Cumberland County Council	Whitehaven Borough; Ennerdale Rural District; Millom Rural District	1st April, 1953	7th August, 1953
Exeter City Council	City and County of the City of Exeter	April, 1953	31st August, 1953
Gloucester County Borough Council	Robinswood Hill and land to the south and east thereof in the City of Gloucester	27th March, 1953	27th July, 1953
Gloucestershire County Council	Nailsworth Urban District	10th April, 1953	29th September, 1953
	Stroud Urban District	10th April, 1953	29th September, 1953
	Lydney Rural District	13th April, 1953	29th September, 1953
	Northleach Rural District	13th April, 1953	29th September, 1953
Southampton County Council	Kingsclere and Whitchurch Rural District	April, 1953	15th August, 1953
Surrey County Council	Administrative County of Surrey: further modification to draft map and statement of 29th April, 1952	1st April, 1953	10th May, 1953

Wills and Bequests

Mr. W. R. Wilson, solicitor, of Leeds, left £28,228 (£28,151 net)

OBITUARY

MR. T. H. BISHOP

Mr. Thomas Henry Bishop, solicitor, of Derby, died on 17th April. He was Coroner for Derby, Burton and South Derbyshire and was clerk to Burton Borough Magistrates, Burton County Magistrates and Repton Magistrates. He was chairman of Derby and Nottingham Rent Tribunal and the Assistance Board Appeals Tribunal. In 1935, in recognition of his services as chairman of the Court of Referees for Derby, Mr. Bishop was awarded the O.B.E. He was admitted in 1920, and served on Derby Borough Council for six years from 1922.

MR. J. A. CASSIN

Mr. John Allcroft Cassin, retired solicitor, formerly of Arundel Street, Strand, London, died on 20th April, aged 79. He was admitted in 1900.

MR. J. R. DAWBARN

Mr. John Raymond Dawbarn, solicitor, of Wisbech, died on 31st March. He was for some eighteen years clerk of the Terrington Justices and the Isle of Ely Justices and during the war acted as clerk to the Wisbech Borough Justices. Until last September he was district coroner and clerk to the Commissioners of Income Tax and Land Tax. He was admitted in 1922.

MR. H. J. EMERY

Mr. Hubert Joseph Emery, retired solicitor, of Nottingham, has died at the age of 70. He was admitted in 1907 and when he retired two years ago went to live in Birmingham.

MR. J. H. FROST

Mr. James Henry Frost, clerk to Messrs. Warrens, of Bedford Square, W.C.1, for seventy years, has died aged 88.

MR. F. C. H. JONES

Mr. Frederick Clifford Hamilton Jones, retired solicitor, formerly of Paddington, died on 18th April, aged 91. He was admitted in 1885.

MR. W. A. MASLEN

Mr. Walter Arthur Maslen, solicitor, of Boscombe, died on 12th April at the age of 80. He was admitted in 1896.

MR. C. H. MORGAN

Mr. Charles Henry Morgan, solicitor, of Birmingham, died on 13th April at the age of 65. He was admitted in 1910.

MR. W. W. M. MORGAN

Mr. Wilfrid William Minshull Morgan, solicitor, of Stafford, has died at the age of 67. He was admitted in 1908. He was appointed clerk to the justices at Stafford Borough, Stafford County and Eccleshall, coroner for Stafford and district, and registrar of the Stafford District County Court in 1930. He retired from the position of county court registrar in 1950. He was also clerk to the Commissioners of Taxes for Stafford and Cuttlestone Divisions, clerk to Bradley Endowed School, and formerly clerk to the Stafford Group of Council Schools Managers.

MR. W. O. ROUSTON

Mr. William Osborne Rouston, solicitor, of Westminster, died on 27th March at the age of 40. He was admitted in 1937.

SOCIETIES

The sixty-fifth annual general meeting of the MONMOUTHSHIRE INCORPORATED LAW SOCIETY was held at the Law Library, Law Courts, Newport, on 14th April, 1953, when the annual report of the council was presented. Mr. D. W. Evans was elected President for the ensuing year and Mr. R. Collis Bishop and Mr. R. M. Harmston Vice-Presidents; Mr. J. Kenneth Wood Hon. Treasurer; Mr. J. B. Rogers Hon. Librarian; and Mr. W. Pitt Lewis Hon. Secretary. The following were elected members of the council: Messrs. J. Owen Davis, G. L. B. Francis, G. Roy Jenkins, Vernon Lawrence, Norman C. Moses, A. H. Pratt, J. B. Rogers, R. J. Rowlands, D. P. Tomlin and B. J. Y. Williams.

At the annual meeting of the NOTTINGHAMSHIRE LAW SOCIETY held in Nottingham on 26th March, the following officers were elected: President, Mr. W. A. Boot; Vice-President, Mr. E. Bertram Hibbert; Treasurer, Mr. H. A. Wardle; and Secretary, Mr. J. R. Gillespie. Mr. Curzon Cursham, Miss Nora Healey and Mr. A. C. G. Rothera were elected to the council. In the annual report it was stated that the Society now had 195 members, fourteen associate members and five honorary members.

The next quarterly meeting of the LAWYERS CHRISTIAN FELLOWSHIP will be held at The Law Society's Hall, Bell Yard, W.C.2, on Monday, 4th May, 1953, at 6 p.m. Tea will be available from 5.30 p.m. The meeting, to which all lawyers, law students and visitors are warmly welcomed, will be addressed by Mr. F. H. Crittenden, M.A., on the subject of Christianity and the professional classes under the title of "The Untouched Tenth."

The UNITED LAW SOCIETY announces that the following debate will be held in Gray's Inn Common Room, 10 South Square, Gray's Inn, at 7.15 p.m. on Monday, 4th May: "That there is no necessary connection between age and wisdom." The annual general meeting will be held on 18th May.

The principal guest of honour at the annual dinner of the PRESTON LAW DEBATING SOCIETY was His Honour Judge R. Peel, O.B.E., Q.C., one of the Society's vice-presidents. Mr. N. J. Craven proposed the toast of "The Society" and Mr. Robert Lambert, the president, responded.

At the monthly meeting of the board of directors of the SOLICITORS' BENEVOLENT ASSOCIATION held on 4th March, 1953, Miss Winifred Lewis (Guildford) and Mr. Philip S. Brown (Preston) were elected to the board. Twenty-eight solicitors were admitted as members of the Association, bringing the total membership up to 7,726. Grants totalling £1,958 11s. were made to twenty beneficiaries.

At a meeting of the Bristol and District branch of the SOLICITORS' MANAGING CLERKS' ASSOCIATION on 31st March, Professor M. M. Lewis gave a lecture at the Law Library on "Settlements of Land."

PRINCIPAL ARTICLES APPEARING IN VOL. 97

4th to 25th April, 1953

For list of articles published up to and including 28th March, see *ante*, p. 234.

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